

13 SEP 1988



DEFENSE INTELLIGENCE AGENCY

WASHINGTON, D.C. 20340-2042

CS-88-5566X
LIA 3-SR

S-736-18/DI-6A

2 September 1988

MEMORANDUM FOR THE DIRECTOR, INTELLIGENCE COMMUNITY STAFF 1988
(ATTN: [redacted])

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SUBJECT: International Intelligence Agreement (U)

REFERENCE: DoD Directive 5530.3, 11 June 1987, "International Agreements."

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1. (S/NF) In June 1987, NAVINTCOM was authorized to contact the Philippine Navy to explore the possibility of entering into an intelligence exchange agreement. As a result of these contacts, NAVINTCOM has requested authority to negotiate and conclude a memorandum of agreement with the Philippine Navy which would give the USN access to certain Philippine Naval collection efforts in exchange for USN assistance in facilitating these efforts. The text of the proposed agreement is enclosed.

2. (S/NF) NAVINTCOM believes the agreement would give the USN first-hand information and photography on Communist (primarily Soviet) merchant marine operations, capabilities, and intentions, and knowledge of shipping conditions in the Persian Gulf, South China Sea, Philippine Sea, and contiguous waters.

3. (U) Request you provide us your comments/concurrence on the proposed agreement by 23 September 1988. DIA/DI-6A POC is Mr. [redacted] 695-5373 or Secure: 960-3350.

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FOR THE DIRECTOR:

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1 Enclosure
MOA (S/NF) 1 cy[redacted]
Chief, DI-6ACLASSIFIED BY DIA/DI-6
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MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES NAVY
AND
THE PHILIPPINE NAVY
ON
INTELLIGENCE COOPERATION (S)

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ARTICLE 1

PARTIES

The Parties to this agreement are the United States Navy, represented by the Commander, Task Force 168 (CTF 168) and the Philippine Navy, represented by the Assistant Chief of Naval Staff for Intelligence, Philippine Navy.

ARTICLE 2

PURPOSE

The United States Navy and the Philippine Navy agree to an exchange of intelligence.

ARTICLE 3

OBJECTIVES OF THE AGREEMENT

3.1. The objectives of the agreement are:

3.1.1. To develop and improve the ability of the United States Navy (USN) and the Philippine Navy to collect intelligence on Communist Bloc merchant ships operating in the South China Sea, Philippine Sea, and other contiguous waters and areas of mutual concern through a Philippine Navy collection program known as TIGERSHARK.

3.1.2. To exchange TIGERSHARK data concerning Communist Bloc merchant ships or ships with Communist Bloc crews in Philippine ports.

3.1.3. To exchange data concerning merchant shipping conditions in the Persian Gulf, South China Sea, Philippine Sea, and contiguous waters and areas of mutual concern.

ARTICLE 4

SCOPE OF THE AGREEMENT

The scope of the agreement is confined to collection of photography and intelligence (specifically Communist merchant ship characteristics, close-up photography, crew lists, cargo manifests, ports of call, and details of ship's construction and modifications) in Philippine ports (the TIGERSHARK portion), and to debriefing of Filipino merchant seamen in the Republic of the Philippines.

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ARTICLE 5

RESPONSIBILITIES OF THE PARTIES

5.1 The Philippine Navy shall provide:

5.1.1. Information on Communist Bloc merchant ship requests for visits to Philippine ports, to include current location of ship and ship's schedule.

5.1.2. Information, including photography as feasible, as obtained from observation, photography, and elicitation aboard Communist Bloc merchant ships in Philippine ports.

5.1.3. Information pertaining to merchant shipping conditions, as obtained from the debriefing of Filipino merchant seamen who have returned from trips through the Persian Gulf, South China Sea, Philippine Sea, and contiguous waters and areas of mutual concern.

5.2. The USN shall provide:

5.2.1. Collection requirements pertaining to Communist Bloc merchant ships and merchant shipping conditions in the Persian Gulf, South China Sea, Philippine Sea, and contiguous waters and areas of mutual concern.

5.2.2. Assistance in the areas of camera usage and general Communist Bloc merchant ship intelligence collection procedures, to include merchant ship recognition guides, technical manuals on Communist maritime equipment, and general information on Soviet/East Bloc merchant ship organization.

5.2.3. Cameras, an IBM-compatible personal computer (PC), and essential office equipment will be provided on a sub-custody basis (USN will retain ownership) for use by TIGERSHARK personnel in the performance of their official duties. USN (TF-168) personnel will provide assistance in the operations and basic maintenance of this equipment, with particular attention focused on camera operating and photographing techniques, and IBM-compatible PC operations. Costs for repair/replacement of equipment lost or broken will be borne by the Philippine Navy while normal wear and tear costs will be borne by the USN.

5.2.4. Film and essential expendable supplies. The Philippine Navy will provide an appropriate accountability record required by the USN financial management criteria.

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ARTICLE 6

SECURITY

6.1. The existence and contents of this agreement are classified SECRET and will be provided a level of protection appropriate for that classification level.

6.2. Neither information exchanged under this agreement nor the fact of its existence will be revealed to a third nation/party without the consent of both Parties.

6.3. Individuals given access to information exchanged under this agreement must have security clearances, granted by their governments, at least equal to the classification level of that information and must have access to the information in the performance of their official duties.

6.4. All information exchanged under this agreement will be destroyed as its usefulness expires.

6.5. Classification markings will be in accordance with the applicable directives of each country. All data and intelligence exchanged under the agreement will be classified at least at the CONFIDENTIAL level and will be marked to preclude disclosure to a third nation/party without the express authorization of the originating country.

6.6. Each Party will promptly notify the other of any known or suspected compromise of material exchanged under this agreement.

6.7. The security provisions of this agreement will remain in effect indefinitely even though the agreement may be terminated or otherwise may no longer be in effect.

ARTICLE 7

INTERPRETATION

Disputes regarding the interpretation or application of this agreement will be resolved through consultations between the Parties and will not be referred to a third party or international tribunal for settlement.

ARTICLE 8

AMENDMENTS

The agreement may be amended at any time as mutually agreed upon by the Parties.

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ARTICLE 9

DURATION

The agreement will remain in force for a period of 5 years from the date of signature. The agreement may be extended by mutual agreement for further periods not to exceed 4 years each.

ARTICLE 10

FINANCIAL RESPONSIBILITIES

10.1. The USN will provide the following:

10.1.1. Cameras, an IBM-compatible personal computer (PC), and associated office equipment, on a sub-custody basis, and periodic routine preventive maintenance.

10.1.2. Film and expendable photographic and office supplies.

10.1.3. Transportation of TIGERSHARK operatives to ports other than Manila, on a case-by-case basis, and their operating expenses.

10.2. The Philippine Navy will provide the following:

10.2.1. An accountability record for all expendable office supplies and film.

10.2.2. Records and receipts for operating expenses and transportation costs incurred in conducting TIGERSHARK operations and Filipino merchant seamen debriefs in areas other than metropolitan Manila.

ARTICLE 11

TERMINATION

The agreement may be terminated by the unilateral act of either Party after 60 days notice to the other Party.

ARTICLE 12

IMPLEMENTATION

12.1. The agreement will become effective upon execution by both Parties.

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12.2. The agreement will be reviewed annually by representatives of both Parties.

12.3. Commander, U.S. Naval Forces Philippines or his designated representative will be the in-country agent for implementation of the agreement.

ARTICLE 13

CONTROLLING LANGUAGE

The English language text shall be the governing text in the event of conflict between English and Philippine language versions of the agreement.

NICASIO BLANCAS
Captain, Philippine Navy
Assistant Chief of Naval
Staff for Intelligence
Philippine Navy

Dated: _____

ROLAND A. SAENZ
Captain, U.S. Navy
USN Representative
United States Navy

Dated: _____

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